

NOTICE TO INTERESTED PARTIES

This solicitation is provided to you for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document **provided** you register your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer **may be** rejected and not considered for award.

Registration or Request for Copy of Solicitation

Submit FAX or E-MAIL to: FAX No.: (808) 586-0570
E-mail Address: Robert.zamarron@hawaii.gov

Provide the following information:

- Name of Company - Mailing Address - Name of Contact Person
- Telephone Number - Facsimile Number - E-Mail Address
- Solicitation Number - Fedex (or equivalent) account number (document will be sent by U.S. Postal Service first class mail if this is not provided)

STATE PROCUREMENT OFFICE

LEGAL AD DATE: AUGUST 23, 2006

INVITATION FOR BIDS

No. IFB-07-019-SW

SEALED OFFERS

FOR

DNA LABORATORY TESTING SERVICES

DEPARTMENT OF THE ATTORNEY GENERAL

INVESTIGATIONS DIVISION

WILL BE RECEIVED UP TO AND OPENED AT 2:00 P.M. (HST) ON

SEPTEMBER 5, 2006

IN THE STATE PROCUREMENT OFFICE, KALANIMOKU BUILDING, 1151 PUNCHBOWL STREET, ROOM 416, HONOLULU, HAWAII 96813. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO VICKI KITAJIMA, TELEPHONE (808) 586-0566, FACSIMILE (808) 586-0570 OR E-MAIL AT vicki.a.kitajima@hawaii.gov.

Ruth E. Yamaguchi
Procurement Officer

IFB-07-019-SW

Name of Company

DNA LABORATORY TESTING SERVICES
FOR THE DEPARTMENT OF THE ATTORNEY GENERAL, INVESTIGATIONS DIVISION
IFB-07-019-SW

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions, dated September 1, 1995, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ *Corporation ☐ Joint Venture

☐ Other _____

*State of incorporation: _____

Hawaii General Excise Tax License I.D. No. _____

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

Date: _____ (x) _____

Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____

Name and Title (Please Type or Print)

E-mail Address: _____

**

Exact Legal Name of Company (Offeror)

**If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

The following bid is hereby submitted:

<u>Item No.</u>	<u>Description</u>	<u>Est. Samples</u>	<u>Bid Price/ Sample</u>	<u>Total Est. Bid Price</u>
1	Forensic Testing Up to 13 STR CODIS Core Loci Profiler Plus and Cofiler using GeneScan and Genotyper Software for evidence samples.	1200	_____	_____
2	Evidence Analysis (Electropherograms, documentation of 100% technical review, a CODIS compatible electronic upload file, and a court-ready written report, to include a chart of sample genotypes).	100	_____	_____
ESTIMATED TOTAL SUM BID (ITEMS 1 AND 2)				\$ _____

Offeror shall provide the following information:

Laboratory Address: _____

Telephone No(s). _____

Offeror _____
Name of Company

9/19/00

**WAGE CERTIFICATE
FOR SERVICE CONTRACTS**
(See Special Provisions)

Subject: IFB No.: IFB-07-019-SW

Title of IFB: DNA LABORATORY TESTING SERVICES FOR THE DEPARTMENT
OF THE ATTORNEY GENERAL, INVESTIGATIONS DIVISION

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror _____

Signature _____

Title _____

Date _____

Reference: _____
(Contract Number) (IFB/RFP Number)

1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker’s Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

Moreover, _____
(Company Name)

Date: _____

GENERAL SPECIFICATIONS

1. The analytical protocols used by the Contractor must adhere to the specifications outlined in the FBI's "Quality Assurance Standards for Forensic DNA Testing Laboratories" and Scientific Working Group on DNA Analysis Methods (SWGDM) guidelines for forensic casework samples.
2. All procedures and critical equipment must be validated by the Contractor, according to the DNA Advisory Board (DAB) guidelines prior to the use in the analysis of the submitting agency's samples. All procedures must comply with the most current version of the "NDIS DNA Data Acceptance Standards."
3. The Contractor must comply with the **National Environmental Policy Act (NEPA)**. "The Recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award. Environmental assessment (EA): the Recipient agrees and understands that funded activities may require the preparation of an environmental assessment (EA) as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or reducing the identified adverse environmental impacts.

Modifications: Throughout the term of this award, the Recipient agrees that for any activity that is the subject of a completed Environmental Assessment (EA), it will inform NIJ of (1) any change(s) that is considering making to the previously assessed activity; (2) any changed circumstances, such as a change in project site's condition; or (3) any significant new information. The recipient will not implement a proposed change until NIJ, with the assistance of the Recipient, has determined whether the proposed change will require additional review under NEPA. Likewise, in the case of new circumstances or information arising, NIJ, with the assistance of the Recipient, will determine if any additional environmental impact analysis is necessary. The approval will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible purposes and found acceptable under and NIJ conducted environmental impact review process."

4. The Contractor must receive samples in the specified quantities and at the specified intervals mutually agreed upon between the Department of the Attorney General, Investigations Division, and the Contractor. The acceptable mode of transportation must provide proper conditions to protect the integrity of the samples, ensure the chain of custody, and ensure the prompt delivery of samples.
5. The Contractor must allow for a maximum of ten percent (10%) blind proficiency samples for quality assurance purposes during the term of the contract. Results from the blind proficiency samples will be evaluated by the Department of the Attorney General, Investigations Division, within ten (10) days of receipt.
6. If the Contractor fails to demonstrate its proficiency and ability to comply with the time constraints of the contract, the Department of the Attorney General, Investigations Division, may void the contract. Throughout the term of the contract, the Contractor will

be required to present documentation of any corrective action taken to address any quality assurance issue identified by an incorrect result. Sample analysis will not be considered complete until all requirements are met. The Contractor must assure that any discrepancies detected by the Department of the Attorney General, Investigations Division, are resolved to their satisfaction at no additional cost. Cases with discrepancies will be returned to the Contractor for reanalysis.

7. The Contractor will destroy all amplified DNA in routine cases where extracted DNA and/or case sample remains. If no extracted DNA or case sample remains, the amplified DNA for that sample will be returned to the Department of the Attorney General, Investigations Division, if requested. A letter from the Contractor will accompany the final shipment certifying that the Contractor has returned all samples and has destroyed all amplified DNA.
8. The Contractor must permit an inspection of the lab facility and a review of relevant documents and cases. The Department of the Attorney General, Investigations Division, reserves the right to conduct periodic inspections and audits to ensure continued compliance.
9. Any changes to the list of personnel assigned to this project must be submitted to the Department of the Attorney General, Investigations Division, immediately.
10. The Contractor will retain all logbook, records, and data files used and created in the DNA testing. This includes project files, sample files, matrix files, analysis parameter files, sample sheets, injection lists and log files, quality control records, personnel records, proficiency testing records, and any other documents relative to this contract throughout the contract period. The Department of the Attorney General, Investigations Division, shall have full access to and the right to examine these documents during this period. Upon termination of the contract, the Contractor will return all documents to the Department of the Attorney General, Investigations Division.
11. The Contractor must protect the confidentiality of the data. A copy of a signed confidentiality statement for each employee will be maintained on file subject to review by the submitting agency. Any use, sale, or offering of this data in any form by the Contractor, their employees or assignees, except by valid subpoena or court order for testimony or discovery purposes, will be considered in violation of the contract.
12. The successful Offeror will not use the award of this contract in any product literature or advertising without prior written approval of the Contract Administrator or his designee.
13. The Contractor will not subcontract any portion of the casework sample handling, processing, analysis, or reporting to any other laboratory not associated with the Contractor.
14. The Contractor is responsible for the professional quality, technical accuracy, completion, and delivery of all deliverables and other services furnished by the Contractor under this contract. The Contractor will, without additional compensation, correct or revise errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract will not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services will not be construed as a waiver of any rights under the agreement or of any cause for action arising out of the

performance of this contract. The Contractor's obligations under this clause are in addition to the Contractor's other expressed or implied assurance under this contract or State law and in no way will diminish any other rights that the State may have against the Contractor for faulty materials, equipment, or work.

15. The Contractor may be required to submit, upon request, a copy of its most recent external DNA audit report, the laboratory response to the audit and resolution of any quality assurance issues, and a copy of the laboratory's organization chart at the time of the audit.
16. The Contractor may be required to submit, upon request, a copy of its current laboratory table of organization, including all personnel. This chart must include the name of the technical leader, the quality manager, and all the analysts and technicians qualified to perform forensic evidence case analyses. Any personnel changes that have occurred since the most recent DNA audit must be noted.
17. The Contractor may be required to submit, upon request, a list of individuals expected to work on this contract. Resumes shall be provided for the technical leader, the quality manager, and all the analysts and technicians to be assigned. Resumes must outline completed training and include the length of time the individual has been performing DNA forensic case analysis, particularly with mixed stain evidence samples. Proficiency test records should also be included.
18. All individuals assigned to work on this contract must meet the definition provided in the FBI's "Quality Assurance Standards for Forensic DNA Testing Laboratories."
19. The Contractor may be required to submit, upon request, a copy of their current casework procedures manual, guidelines for STR interpretation, quality assurance manual, technical review procedures, and summary data outlining the number of DNA contamination occurrences and follow-up in its lab for the past 24 months.
20. The Contractor must have ISO 17025 certification.
21. The evidence submitted to the Contractor will be evaluated prior to requesting analysis. The Contractor will be sent cases as they become available during the term of the contract. It is estimated that there will be a minimum of three (3) samples per case with the maximum number unknown. The percentage (%) split of sexual assault versus non-sexual cases is unknown.
22. Offeror must have experience providing forensic testing services. Consideration will be given to those laboratories meeting the following conditions providing a minimum of five professional references that are using services of the type proposed in this Notice. The references must include forensic laboratories where the Contractor has successfully provided forensic serological and forensic DNA testing within the last 5 years or more. At least one of these references must be from a government agency that held a contract of similar size and scope as those listed in this Notice within the last 5 years. The Offeror must provide the company name, the location where the service was provided, contact person(s), customer's telephone number, e-mail address, dates of service provided, and a description of the service type. References may be contacted to verify the Offeror's ability to perform the contract. The Department of the Attorney General reserves the right to use any information or additional references deemed necessary to

establish the ability of the Offeror to perform the conditions of this Notice. Negative references shall be grounds for disqualification.

Offeror must specify how long the individual/company providing the service has been in the business of providing forensic biological fluid screening and DNA analysis services and under what company name. A resume or summary of qualification (per DAB guidelines), proficiency test records (dates, types of proficiencies taken (i.e. serology, DNA), results), work experience, education, skills, etc., which emphasize previous experience in the area of forensic biological fluid screening/identification and forensic DNA analysis, must be provided for all key personnel who will be involved with any aspect of the contract. Contractor must also include the following minimum information:

- Identification and description of the laboratory facility and equipment slated to process the Department of the Attorney General cases.
- Date of casework validation of Applied Biosystems AmpF1STR Profiler Plus and Cofiler kits (for forensic laboratories in the United States), analysis utilizing Applied Biosystems Macintosh version of GeneScan and Genotyper software, on a Applied Biosystems 310 Genetic Analyzer. Length of time validated procedure has been used on casework.
- Documentation of accreditation by ASCLD-LAB and/or Forensic Quality Services (FQS) under legacy and/or ISO 17025 including the latest external FBI QAS audit document with findings and responses. If the last audit was internal, provide a copy of this audit with responses and findings.
- The name, phone number, and e-mail of a dedicated project manager to handle correspondence, inquiries, troubleshooting and negotiations.

Offeror should provide a description of the work plan and the methods to be used that will demonstrate to the Department of the Attorney General what the Offeror intends to do, the timeframe necessary to accomplish the work, and how the work will be accomplished. Offeror should include the following minimum information:

- All standard Operating procedure manuals including technical procedures, quality manuals, troubleshooting procedures, corrective action policies, contamination control, laboratory security and information control procedures.
- A sample case file, as specified in the contract.
- Current caseload capacity and any projected scale-up plans. Include the maximum number of cases that would be able to be processed for this contract per 60-day period, given Offeror's other caseload and projects.

Also, that by "forensic analysis", "forensic DNA testing", or "forensic cases" only non-paternity forensic cases be considered as experience in forensic testing services for the purposes of the notice.

TECHNICAL SPECIFICATIONS

1. The Contractor shall complete analysis of each shipment of forensic casework samples **within sixty (60) calendar days of receipt**. Analysis is considered to include receipt of all requested electropherograms, documentation of 100 percent technical review by a qualified individual, a CODIS-compatible electronic upload file, and a court-ready written report, to include a chart of sample genotypes. The report must include interpretation with the statistical frequency of the probative profile as designated per category.
2. Before the contract is awarded, a set of competency test cases may be sent to the Contractor. Results from these cases must be returned within forty-five (45) days of receipt to ensure the Contractor's ability to comply with the technical requirements of the contract. If the Contractor fails to comply with this requirement, the Department of the Attorney General, Investigations Division, may void the contract.
3. The Contractor must analyze an extraction (reagent) blank with each set of unknown samples and with each set of reference samples. The Contractor must amplify and analyze the extraction blanks for all loci. The Contractor must employ negative amplification controls.
4. The extraction blanks and negative amplification control must not exhibit any typable DNA activity. If contamination is detected, the Contractor will attempt to determine the source of contamination and will repeat analysis at no additional cost to the Department of the Attorney General, Investigations Division.
5. Any incident of DNA contamination must be documented and evaluated. The Contractor will contact the Department of the Attorney General, Investigations Division, if any contamination is observed in the course of analysis of samples under this contract.
6. The Contractor may consume submitted samples in their entirety only after permission is received from the Department of the Attorney General, Investigations Division.
7. The Contractor must attempt analysis of all samples at amelogenin and at the 13 CODIS core STR loci: FGA, vWA, D3S1358, GSF1P0, TPOX, TH01, D18S51, 021S11, D8S1179, D7S820, D1 3S317, D5S818, DI 6S39. The Contractor must use Applied Biosystems AmpF1STR kits: Profiler Plus and Cofiler. STR results must be analyzed with Applied Biosystems Macintosh version of GeneScan and Genotyper software. It is acceptable to use the PC version and convert the data to the Macintosh version prior to shipment. If the files are converted and are not acceptable, the contract may be terminated.

The Contractor must use an Applied Biosystems 310 Genetic Analyzer for these cases or another platform as long as the data can be opened and reviewed with the specified analysis software. If the files are converted and are not acceptable, the contract may be terminated.

8. Amplification reaction volumes of 25 ul or 50 ul are required.
9. Genotyper electropherograms of all samples will include:
 - a. Genomic peaks labeled with allele designations and peak height values;

- b. GeneScan GS500 check and GeneScan 500-ROX peaks labeled with base pair sizes only.
- 10. The Contractor will return all remaining case evidence and packaging as well as any remaining extracted DNA and extraction blanks to the Department of the Attorney General, Investigations Division. The Contractor is responsible for all costs incurred in this process. The acceptable mode of transportation must provide proper conditions to protect the integrity of the samples, ensure the chain of custody remains intact, and ensure prompt delivery. The shipper must guarantee the ability to track all shipments and the mode of transportation must be approved by the Department of the Attorney General, Investigations Division.
- 11. All remaining polymerase chain reaction (PCR) product must be maintained at the Contractor at no additional expense until destruction is approved by written notification from the Department of the Attorney General, Investigations Division.
- 12. The Contractor shall extract DNA from unsolved suspectless sexual assault case evidence, which will include at a minimum one item of evidence. A portion of these cases submitted will also contain a dried reference bloodstain, tube of reference blood, or oral swab from the victim.
- 13. The Contractor shall perform a differential extraction on all sperm containing items. STR analysis shall be conducted on both the sperm and non-sperm fractions. The Contractor shall provide the results and interpretation of the analysis in a report to the Department of the Attorney General, Investigations Division.
- 14. Interpretation thresholds will be established through validated means such that the zygosity of a sample can be readily determined. For example, for a reaction volume of 25 ul or 50 ul, all multi-peak samples will be run using a threshold value of 60 RFU; all single peak samples will be run using a threshold value of 60 RFU. Samples will be rerun once as necessary to meet these requirements.
- 15. Acceptable results must fall within the linear range of the instrumentation as demonstrated in the results from the first sample shipment. The size standards must also fall within this range. Off scale data will not be accepted. An internal lane standard must be run in each sample, and adequate allelic ladders must be run to demonstrate that the system is running within QC standards.
- 16. The Contractor must employ negative amplification controls. Negative controls cannot exhibit relative fluorescence unit values above the peak height threshold for multi-peak samples. A positive extraction control, negative extraction control, positive amplification control, negative amplification control should be run with each extraction set.
- 17. The Contractor must employ 9947A as the positive amplification control, which must type correctly for all loci.

SPECIAL PROVISIONS

TERMS AND ACRONYMS USED HEREIN

Procurement Officer	=	The contracting officer for the State of Hawaii Procurement Office.
State	=	All agencies, including schools, participating in this agreement.
SPO	=	State Procurement Office of the State of Hawaii, located at 1151 Punchbowl Street, Room, 416, Honolulu, Hawaii 96813; P. O. Box 119, Honolulu, Hawaii 96810-0119.
Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
GTC	=	General Terms and Conditions dated September 1, 1995 and issued by the SPO.
IFB	=	Invitation for Bids
GET	=	General Excise Tax

SCOPE

The furnishing and delivering of DNA Laboratory Testing Services for the Attorney General, Investigations Division, shall be in accordance with these Special Provisions, the attached Specifications, and the GTC, included by reference and available at the SPO, the Department of Accounting and General Services District Offices on Hawaii, Maui and Kauai, and on the SPO website: <http://www4.hawaii.gov/bidfiles/spoqtgs.pdf>.

CONTRACT ADMINISTRATOR

For the purpose of this contract, Donald Wong, or designee, is designated Contract Administrator (CA). The telephone number at which he may be reached is (808) 586-1240.

TERM OF CONTRACT

The initial term of contract shall run through May 31, 2007 commencing from the official date on the Notice to Proceed.

Unless terminated, the contract may be extended without re-bidding, upon mutual agreement in writing between the State and the Contractor, prior to the expiration date, for not more than two (2) additional twelve (12) month periods, or parts thereof. Provided, however, the contract price for the extended period shall remain the same or lower than the initial contract price, subject to any price increase allowed by the contract.

The Contractor or the State may terminate any extended contract period at any time upon ninety (90) days prior written notice.

OFFEROR QUALIFICATION

In addition to meeting the legal and other requirements to this IFB, Offeror must meet these offeror qualifications requirements to be considered for award:

1. Offeror must have an Environmental Assessment conducted by the National Institute of Justice. The Offeror shall provide proof from the National Institute of Justice that its company is approved at the time of bid opening. The Office of Justice Programs' National Institute of Justice is requiring this assessment as a condition to receive federal funding. E-mail from the National Institute of Justice may serve as proof of meeting this requirement.
2. Offeror must maintain accreditation either through the American Society of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLDILAB) or the National Forensic Science and Technology Center (NFSTC) and must provide a copy of the certification with the submission of its bid.
3. Offeror shall provide at least five (5) references from prior clients who can provide historical data of the Offeror's experience on forensic case analysis. References should include the length of contract, number of forensic cases submitted and number of cases completed. Negative references shall be grounds for disqualification.
4. Offeror must be experienced in performing DNA laboratory testing services. At a minimum, the Offeror must have performed a minimum of one-hundred (100) non-paternity forensic cases analyses within the last twelve (12) months.

RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §103D-310(c), HRS:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of a bid in response to this IFB, Offeror certifies as follows:

1. The costs in this IFB have been arrived at independently, without consultation, communication, or agreement with any other Offeror, as to any matter relating to such costs for the purpose of restricting competition.

2. Unless otherwise required by law, the cost which have been quoted in this IFB have not been knowingly disclosed by the Offeror prior to award, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.
3. No other attempt has been made or will be made by the Offeror to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

BID PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

Bid Quotation. Unit bid price shall be the all-inclusive cost to the State (including all applicable taxes) for providing the services specified.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and Offerors are advised that they are liable for the Hawaii General Excise tax (GET) at the current 4% rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Taxpayer Preference. For evaluation purposes, pursuant to §103D-1008, HRS, the Offeror's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Insurance. Offeror shall provide insurance information as requested on the appropriate Offer Form page.

Wage certificate. Refer to Section 2.8 of the GTC. The Offeror shall complete and submit a Wage Certificate by which the Offeror certifies that services required will be performed pursuant to §103-55, HRS. Offeror is advised that although item 2 of the Wage Certificate is not applicable to this solicitation since there are no public sector employees performing work similar to the requirements herein, item 1 of the certificate applies and therefore submission of the Wage Certificate is required.

DOWNLOADED SOLICITATION

Offeror is advised that if interested in responding to this solicitation, Offeror may choose to submit its offer on a downloaded document **provided** Offeror registers its company by fax or e-mail for this specific solicitation. If Offeror does not register its company, Offeror will not receive addenda, if any, and its offer may be rejected and not considered for award.

SUBMISSION OF OFFER

Offers shall be received at the SPO, 1151 Punchbowl Street, Kalanimoku Building, Room 416, Honolulu, Hawaii 96813, no later than the date and time stated on the cover page of the IFB. Timely receipt of offers shall be evidenced by the date and time registered by the SPO time stamp clock. Offers received after the deadline shall be returned unopened.

If the Offeror chooses to deliver its offer by United States Postal Service (USPS), please be aware that the USPS does not deliver directly to Room 416. This may cause a delay in receipt by the SPO and the offer may reach the SPO after the deadline, resulting in automatic rejection.

OFFER PREPARATION COSTS

Costs for developing the offers are solely the responsibility of the Offeror whether or not any award results from this solicitation. The State of Hawaii will provide no reimbursement for such costs.

DISPOSITION OF OFFERS

All offers become the property of the State of Hawaii. The successful offers will be incorporated in the resulting contract.

AWARD OF CONTRACT

Method of Award. Award, if made, shall be to the responsive, responsible Offeror submitting the lowest Total Estimated Bid Price listed on the appropriate offer form pages. Offeror must bid on all items to qualify for award.

Responsibility of Lowest Responsive Offeror. Reference §103D-310(c), HRS. If compliance documents have not been submitted to the SPO prior to award, the lowest responsive offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

HRS Chapter 237 tax clearance requirement for award. Instructions are as follows:

Pursuant to §103D-328, HRS, lowest responsive Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the SPO.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): http://www.hawaii.gov/tax/a1_1alpha.htm

DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX:	(808) 587-1488
IRS:	(808) 539-1573

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the SPO. However, the tax clearance certificate shall be submitted to the SPO.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.

Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive Offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the SPO. A photocopy of the certificate is acceptable to the SPO.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at <http://hawaii.gov/labor/formsall.shtml> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the SPO.

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR and not to the SPO. However, the certificate shall be submitted to the SPO.

Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. The lowest responsive Offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the SPO. A photocopy of the certificate is acceptable to the SPO.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Final Payment Requirements. Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is

also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Procurement of Goods, Services, & Construction - Chapter 103D, HRS, menu.

Hawaii Compliance Express. Alternately, instead of separately applying for these certificates at the various state agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of §103D-310(c), HRS, shall be accepted for contracting and final payment purposes. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the sections previous to this one.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the SPO as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

TIE BIDS

Low tie bids for any position (i.e. primary, secondary) which are identical in price and meets all the requirements of the solicitation will be resolved in the following manner. Orders will be placed with tie bid Contractors on a rotation basis for these tied positions. Rotation method will be determined by Department of the Attorney General, Investigations Division.

ACCEPTANCE OF OFFER

Acceptance of Offeror, if any, will be made within sixty (60) calendar days after the opening of Offerors, and the prices quoted by the Offeror shall remain firm for the sixty day period as provided for in the GTC.

CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

It has been determined that funds for this contract have been appropriated by a legislative body.

Therefore, Offeror, if awarded a contract in response to this solicitation, agrees to comply with Section 11-205.5, HRS, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by a legislative body.

LIABILITY INSURANCE

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by an subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability	\$2,000,000 per occurrence
Professional Liability	\$2,000,000 per occurrence

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Accounting and General Services, State Procurement Office, P. O. Box 119, Honolulu, Hawaii 96810-0119."
2. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The Commercial General Liability insurance policy required by this contract, including a subcontractor's policy, shall contain the following clause:

"The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

PERMITS, LICENSED, AND TAXES

The Contractor shall procure all permits and licenses, during the original or extended contract term, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Failure to procure and maintain valid permits and licenses required by law and these specifications may be cause for the State to terminate the contract.

CONTRACT EXECUTION

The State shall forward a formal contract to the successful Offeror for execution. The contract shall be signed by the successful Offeror and returned within ten (10) days after receipt by the Offeror as specified in Section 3.3 of the GTC. **NO PERFORMANCE OR PAYMENT BONDS ARE REQUIRED FOR THIS CONTRACT.**

If the option(s) to extend for the twelve-month period is mutually agreed upon, Contractor shall be required to execute a supplement to the contract.

The Contractor or the State, may terminate the extended contract at any time upon ninety (90) days prior written notice.

NOTICE TO PROCEED

Work will commence on the official commencement date specified on the Notice to Proceed.

No work is to be undertaken by the Contractor prior to the official commencement date on the Notice to Proceed. The State is not liable for any work, contract, costs, expenses, loss of profits, or any damage whatsoever incurred by the Contractor prior to the work start date.

INSPECTION AND/OR AUDITS

All work done shall be subject to inspection and approval by the Contract Administrator, so as to ascertain that the services rendered are in accordance with requirements and intentions of the Specifications and Special Provisions.

The Contractor must permit an inspection of the lab facility and a review of relevant documents and cases. The Department of the Attorney General, Investigations Division, reserves the right to conduct periodic inspections and audits to ensure continued compliance.

ORDERING

The State will place orders with the Contractor(s) as services are needed during the contract period. The Contractor shall honor all purchase orders received during the contract period and deliver the services according to the contract terms and within the required delivery time.

QUANTITIES

Quantities listed herein are estimated for the period specified. No guarantee to purchase the exact amount is intended or implied. The State reserves the right to purchase larger or smaller quantities

at the prices quoted in this solicitation. In the event the estimated requirements do not materialize in the exact quantities listed herein, such failure shall not constitute grounds for equitable adjustment under this contract.

SUBCONTRACTORS

The Contractor shall not delegate any duties listed in this IFB to any subcontractor, unless the Department of the Attorney General, Investigations Division, has given written approval.

INVOICING

Contractor shall submit original and three copies of the invoice to the following address:

Attorney General
Investigations Division
425 Queen Street
Honolulu, HI 96813

Invoice should reference both the contract number and the IFB number.

A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract. In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Procurement of Goods, Services, & Construction – Chapter 103D, HRS, menu. Alternately, a "Certificate of Vendor Compliance," issued through the Hawaii Compliance Express system, shall be acceptable for final payment requirements.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by §103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

FEDERAL FUNDS AS RECEIVED (100%)

It is understood and agreed to by all Offerors that the contract resulting from this IFB/RFP shall be construed to be an agreement to pay the obligation under the contract only out of federal funds to be received from the federal government when the federal funds are so received and shall not be construed as a general agreement to pay such obligation at all events out of any funds other than those which are received from the federal government.

REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of its employees from services rendered and to be rendered to the State, upon request in writing by the Procurement Officer.

RE-EXECUTION OF WORK

The Contractor shall re-execute any work that fails to conform to the requirements of the contract and shall immediately remedy any defects due to faulty workmanship by the Contractor. Should the Contractor fail to comply, the State reserves the right to engage the services of another company to perform the services and to deduct such costs from monies due to the Contractor.

RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses, or neglects to perform the services in accordance with the requirements of these Special Provisions, the Specifications, and GTC herein, in addition to the recourse stated in Section 6.11 and 6.17 of the GTC, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

LIQUIDATED DAMAGES

Refer to Section 6.12 of the GTC. Liquidated damages is fixed at the sum of ONE HUNDRED DOLLARS (\$100.00) per each and every calendar day the Contractor fails to perform in whole or in part any of his obligations specified herein. Liquidated damages, if assessed, may be deducted from any payments due or to become due to the Contractor.

PROTEST

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award letter(s), if any, resulting from this solicitation shall be posted on the Procurement Reporting System, which is available on the SPO website: <http://www.hawaii.gov/spo2/source/>.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, SPO, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813 or P. O. Box 119, Honolulu, Hawaii 96810-0119.

ADDITIONS, AMENDMENTS AND CLARIFICATIONS TO THE GTC

Additions to the GTC:

Approvals. Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in §§3-122-95 through 3-122-97, HAR.

Confidentiality of Material. All material given to or made available to the Contractor by virtue of this contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

All information, data, or other material provided by the Offeror or the Contractor to the State shall be subject to the Uniform Information Practices Act, chapter 92F, HRS. The Offeror shall designate in writing to the Procurement Officer those portions of its unpriced offer or any subsequent submittal that are trade secrets or other proprietary data that the Offeror desires to remain confidential, subject to §3-122-58, HAR, in the case of an RFP, or §3-122-30, HAR, in the case of an IFB. The Offeror shall state in its written communication to the Procurement Officer, the reason(s) for designating the material as confidential, for example, trade secrets. The Offeror shall submit the material designated as confidential in such manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer.

Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Office of the Attorney General in accordance with chapter 92F, HRS. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Offeror protests under chapter 3-126, HAR. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with §92F-15.5, HRS.

Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agency of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Correctional Industries. Goods and services available through Correctional Industries (CI) programs may be the same or similar to those awarded by competitive sealed bids or proposals. Agencies participating in SPO requirements (price list) contracts may also procure directly from CI and shall not be considered in violation of the terms and conditions of any SPO contract.

Year 2000 Compliance. All appropriate hardware, software, and systems utilized for the work specified herein shall be year 2000 compliant.

Amendments to the GTC:

Subsection 2.1 Competency of Offeror. Paragraph one is rescinded and replaced with the following:

"Prospective Offeror must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require Offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the Offeror to furnish satisfactorily the goods or services being solicited by the STATE. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any Offeror who refuses to answer such inquiries will be considered non-responsive."

Subsection 2.5 Preparation of Offer. Paragraph four is rescinded and replaced with the following:

"An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all offers for that line item shall be rejected."

Subsection 3.1(B) Preference for Hawaii Products. GTC §3.1(B), paragraphs one and two only are rescinded and replaced with the following: "A purchasing agency shall review all specifications in a bid or proposal for purchase from the Hawaii products (HP) list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. jobsite; unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; and unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price of a similar non-HP by more than: three per cent where class I HP are involved; five per cent where class II HP are involved; or ten per cent where class III HP are involved."

All persons submitting bids or proposals to claim HP preference shall designate in their bids which individual product and its price is to be supplied as a HP.

Where a bid or proposal contains both Hawaii and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price bid or offered for a HP item shall be decreased by subtracting therefrom: three per cent, five per cent, or ten per cent for the class I, class II, or class III HP items bid or offered, respectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the bid or price offered, exclusive of the preferences."

Subsection 3.1(C) Printing Preference. GTC §3.1(C), paragraphs one and two are rescinded and replaced with the following: "All bids or proposals submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory work, presswork, bindery work, and any other production-related work shall receive a fifteen per cent preference for purposes of bid or proposal evaluation."

Where bids or proposals are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid or evaluating proposals submitted only, the amount bid or proposed for work performed out-of-state shall be increased by fifteen per cent. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference.

Clarifications to the GTC:

Subsection 2.8 Certification of Offeror Concerning Wages, Hours and Working Conditions of Employees Supplying Services. Section 103-55, HRS, amended by Act 149, SLH 1999, now applies to service contracts in excess of \$25,000 and also excludes professional personnel.

GTCs Not Applicable. Subsections 2.11 and 2.14 of the GTC that apply specifically to the RFP method of source selection are not applicable to IFBs. Also subsections 2.10 and 2.13 that apply specifically to the IFB method of source selection are not applicable to RFPs.